

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

**JACKSON LEWIS LLP  
One North Broadway, Suite 1502  
White Plains, New York 10601  
(914) 328-0404  
Attorneys of Record for Defendants  
Tamarac Administrative Services, LLC and  
New Rochelle Administrators, LLC:  
Joseph M. Martin (JM 0354)  
Michael A. Frankel (MF 9712)**

-----X		
MARIE DEFEO,	:	
	:	
Plaintiff,	:	Case No. 08-CIV-0148 (CLB)(MDF)
	:	
- against -	:	
	:	DEFENDANTS' ANSWER
TAMARAC ADMINISTRATIVE	:	TO COMPLAINT
SERVICES, LLC and NEW ROCHELLE	:	
ADMINISTRATORS LLC,	:	
	:	
Defendants.	:	
-----X		

Defendants Cypress Administrative Services, LLC (improperly referred to by its former name, Tamarac Administrative Services, LLC) and New Rochelle Administrators, LLC, (hereinafter collectively referred to as "Defendants"), by and through their undersigned attorneys, Jackson Lewis LLP, for their Answer to Plaintiff's Complaint herein state as follows:

**AS TO "NATURE OF THE ACTION"**

1. Defendants deny each and every allegation set forth in Paragraph "1" of Plaintiff's Complaint, except admit that Plaintiff purports to bring this action for damages for unpaid overtime pursuant to the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq. ("FLSA") and under the New York Labor Law and the regulations promulgated thereunder ("NYLL").

2. Defendants deny each and every allegation set forth in Paragraph “3” of Plaintiff’s Complaint.

3. Defendants deny each and every allegation set forth in Paragraph “4” of Plaintiff’s Complaint.

4. Defendants deny each and every allegation set forth in Paragraph “5” of Plaintiff’s Complaint.

5. Defendants deny each and every allegation set forth in Paragraph “6” of Plaintiff’s Complaint, except admit that Plaintiff purports to bring this action for damages for unpaid overtime pursuant to the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq. (“FLSA”) and under the New York Labor Law and the regulations promulgated thereunder (“NYLL”).

**AS TO “JURISDICTION”**

6. Defendants deny each and every allegation set forth in Paragraph “7” of Plaintiff’s Complaint, except admit Plaintiff purports that jurisdiction is proper.

7. Defendants deny each and every allegation set forth in Paragraph “8” of Plaintiff’s Complaint, except admit Plaintiff purports that venue is proper.

8. Defendants deny each and every allegation set forth in Paragraph “9” of Plaintiff’s Complaint, except admit Cypress Administrative Services, LLC is located at 44 South Broadway, White Plains, New York 10601 and that it is duly authorized to conduct business in the State of New York.

9. Defendants deny each and every allegation set forth in Paragraph “10” of Plaintiff’s Complaint, except admit New Rochelle Administrators, LLC is located at 44 South Broadway, White Plains, New York 10601 and that it is duly authorized to conduct business in the State of New York.

**AS TO "THE PARTIES"**

10. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph "11" of Plaintiff's Complaint.

11. Defendants deny each and every allegation set forth in Paragraph "12" of Plaintiff's Complaint, except admit Cypress Administrative Services, LLC is located at 44 South Broadway, White Plains, New York 10601 and that it is duly authorized to conduct business in the State of New York.

12. Defendants deny each and every allegation set forth in Paragraph "13" of Plaintiff's Complaint, except admit New Rochelle Administrators, LLC is located at 44 South Broadway, White Plains, New York 10601 and that it is duly authorized to conduct business in the State of New York.

13. Defendants deny each and every allegation set forth in Paragraph "14" of Plaintiff's Complaint.

14. Defendants neither admit nor deny the allegations contained in Paragraph "15" of Plaintiff's Complaint since these allegations constitute conclusions of law as to which no response is required.

15. Defendants neither admit nor deny the allegations contained in Paragraph "16" of Plaintiff's Complaint since these allegations constitute conclusions of law as to which no response is required.

16. Defendants deny each and every allegation set forth in Paragraph "17" of Plaintiff's Complaint, except admit that Plaintiff worked for Defendants at certain times and state that to the extent the allegations constitute conclusions of law, no response is required thereto.

17. Defendants neither admit nor deny the allegations contained in Paragraph “18” of Plaintiff’s Complaint since these allegations constitute conclusions of law as to which no response is required.

18. Defendants deny each and every allegation set forth in Paragraph “19” of Plaintiff’s Complaint.

19. Defendants neither admit nor deny the allegations contained in Paragraph “20” of Plaintiff’s Complaint since these allegations constitute conclusions of law as to which no response is required, except admit that Plaintiff worked for Defendants at certain times.

**AS TO THE “FACTUAL ALLEGATIONS”**

20. Defendants deny each and every allegation set forth in Paragraph “21” of Plaintiff’s Complaint, except admit Plaintiff worked for Defendants at certain times.

21. Defendants deny each and every allegation set forth in Paragraph “22” of Plaintiff’s Complaint, except admit Plaintiff worked for Defendants at certain times.

22. Defendants deny each and every allegation set forth in Paragraph “23” of Plaintiff’s Complaint, except admit Plaintiff worked for Defendants at certain times.

23. Defendants deny each and every allegation set forth in Paragraph “24” of Plaintiff’s Complaint.

24. Defendants deny each and every allegation set forth in Paragraph “25” of Plaintiff’s Complaint.

25. Defendants deny each and every allegation set forth in Paragraph “26” of Plaintiff’s Complaint.

26. Defendants deny each and every allegation set forth in Paragraph “27” of Plaintiff’s Complaint.

27. Defendants deny each and every allegation set forth in Paragraph "28" of Plaintiff's Complaint.

28. Defendants deny each and every allegation set forth in Paragraph "29" of Plaintiff's Complaint.

29. Defendants deny each and every allegation set forth in Paragraph "30" of Plaintiff's Complaint.

30. Defendants deny each and every allegation set forth in Paragraph "31" of Plaintiff's Complaint.

31. Defendants deny each and every allegation set forth in Paragraph "32" of Plaintiff's Complaint.

**AS TO THE "FIRST CLAIM FOR RELIEF UNDER THE FLSA:  
UNPAID OVERTIME COMPENSATION"**

32. Defendants repeat and reallege their responses to Paragraphs "1" through "32" of the Complaint inclusive, as if set forth fully herein in response to Paragraph 33 of the Complaint.

33. Defendants deny each and every allegation set forth in Paragraph "34" of Plaintiff's Complaint.

34. Defendants deny each and every allegation set forth in Paragraph "35" of Plaintiff's Complaint.

35. Defendants deny each and every allegation set forth in Paragraph "36" of Plaintiff's Complaint.

**AS TO THE "SECOND CLAIM FOR RELIEF UNDER NEW YORK LABOR LAW:  
UNPAID OVERTIME COMPENSATION"**

36. Defendants repeat and reallege their responses to Paragraphs "1" through "36" of the Complaint inclusive, as if set forth fully herein in response to Paragraph 37 of the Complaint.

37. Defendants deny each and every allegation set forth in Paragraph "38" of Plaintiff's Complaint.

38. Defendants deny each and every allegation set forth in Paragraph "39" of Plaintiff's Complaint.

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

39. Plaintiff's Complaint, in whole or in part, fails to state a cause of action upon which relief can be granted as a matter of fact and/or law.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

40. Plaintiff's Complaint is barred, in whole or in part, by the applicable statute of limitations.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

41. At all times relevant hereto, Defendants acted in good faith and have not violated any rights which may be secured to Plaintiff under any federal, state or local laws, rules, regulations or guidelines.

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**

42. Plaintiff's claims are barred under the doctrine of accord and satisfaction.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

43. Plaintiff was exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") or any equivalent New York state law.

**AS AND FOR A SIXTH AFFIRMATIVE DEFENSE**

44. Defendants have fully compensated Plaintiff for all hours worked.

**AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE**

45. Any act or omission on the part of Defendants was in good faith and in conformity with and in reliance on written administrative regulations, orders, rulings, approvals or interpretations of the U.S. Department of Labor and, therefore, some or all of the Complaint is barred.

**AS AND FOR A EIGHTH AFFIRMATIVE DEFENSE**

46. Any act or omission on the part of Defendants were in good faith, and Defendants had reasonable grounds for believing that any such act or omission was not a violation of the FLSA or New York Labor Law.

**AS AND FOR A NINTH AFFIRMATIVE DEFENSE**

47. Plaintiff's Complaint fails to state a claim upon which pre-judgment and post-judgment interest or liquidated damages or attorneys' fees may be awarded.

**AS AND FOR AN TENTH AFFIRMATIVE DEFENSE**

48. The Complaint is barred, in whole or in part, by the doctrine of Payment.

**AS AND FOR A ELEVENTH AFFIRMATIVE DEFENSE**

49. The Complaint is barred, in whole or in part, by the doctrine of Release.

**AS AND FOR A TWELFTH AFFIRMATIVE DEFENSE**

50. Without admitting that Plaintiff was subject to the overtime provisions of the FLSA or any equivalent New York state law, Plaintiff was paid properly under all applicable wage and hour laws.

**AS AND FOR A THIRTEENTH AFFIRMATIVE DEFENSE**

51. Defendants reserve all other defenses available under the Fair Labor Standards Act and the New York Labor Law.

**WHEREFORE**, Defendants respectfully request that this Court:

- a. dismiss the Complaint in its entirety, with prejudice;
- b. deny each and every prayer for relief set forth in the Complaint;
- c. award Defendants their reasonable attorneys' fees and costs incurred in defending against Plaintiff's baseless and frivolous action; and
- d. grant such other and further relief as the Court deems just and proper.

Respectfully submitted,

JACKSON LEWIS LLP  
One North Broadway, 15<sup>th</sup> Fl.  
White Plains, New York 10601  
(914) 328-0404

By: \_\_\_\_\_

  
Joseph M. Martin (JM 0354)  
Michael A. Frankel (MF 9712)

ATTORNEYS FOR DEFENDANTS

Dated: February 27, 2008  
White Plains, New York



**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

**MARIE DEFEO,**

**Plaintiff,**

**Case No. 08-CIV-0148 (CLB)(MDF)**

- against -

**TAMARAC ADMINISTRATIVE  
SERVICES, LLC and NEW ROCHELLE  
ADMINISTRATORS LLC,**

**Defendants.**

## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing Answer has been served via First Class mail, postage pre-paid, on February 27, 2008 on counsel for Plaintiff at the address listed below:

Jonathan P. Arfa, P.C.  
4 Gannett Drive  
White Plains, New York 10604  
(914) 694-1000  
*Attorneys for Plaintiff*

Joseph M. Martin